

INSTRUCTIONS TO PERSONNEL COMPLETING A STATEMENT OF WORK (SOW)

General Instructions

Section B should be a general overview of the requirement. Section B also includes the Contract Line Item Number (CLIN) list. Section C should give the contractor the details of what is required for each type of service requested. Section F gives the contractor the time periods in which he is expected to perform. Section H tells the contractor he has to provide information on facilities that he will be using. Section L tells the contractor what he has to submit in his operation plan for technical review. Be sure to refer to the minutes of the business strategy meeting to incorporate decisions into the SOW.

Submit your SOW to DRMSI-H in MS Word with font of Arial, 11, and the CLIN list in EXCEL spreadsheet.

Specific Instructions

- For the highlighted areas, follow instructions and/or fill in with contract-specific information.
- If you change or modify a clause, use italics for the changes. DRMSI-H must review and approve changes. Document the reason for the changes in the contract folder.
- Do not change the numbering system. If you do not need to use a clause, use the term "Reserved" beside the number.
- If you need to add additional clauses to the C-section, add them after C-35. DRMSI-H must review and approve additional clauses.
- Do not include internal references, regulations or policies. If these need to be addressed, summarize the requirement.
- Be sure the estimated amounts given on the CLIN list are coordinated with the generator(s) and that the requirements you make are realistic.
- Likewise, review the standardized contract clauses to determine if there are any requirements that the contractor cannot meet due to some local situation. If so, advise the generator and determine an alternate course of action or revise the clauses.
- All requirements in this SOW, especially noted in the Management Services Clause (C-34), are based on the Overseas Environmental Baseline Guidance Document (OEBGD), (Oct 92) standards. You must verify requirements for any later drafts or for additional in country Final Governing Standards.
- Be sure to include attachments called for and check the numbers in the text.

List of Clauses that you need to submit to the contracting office in addition to the CLIN list for your SOW:

- B-1 Statement of Services
- B-3 Compensation for Services (insert CLIN list under B-3.1)
- C-1 General
- C-2 Contract Manager/Alternate Contract Manager/
On-Site Technical Representative
- C-3 Permits and Responsibilities
- C-4 Transportation
- C-5 Disposal/Recycling Outside the Country of Origin
- C-6 Definitions
- C-7 Treatment/Disposal Restrictions
- C-8 Polychlorinated Biphenyl's
- C-9 Asbestos-Containing Wastes
- C-10 Medical Items (Non-Infectious Wastes)
- C-11 Recycling
- C-12 Containers-US Government Owned
- C-13 Contamination
- C-14 Bulk Liquid Items
- C-15 Small Containers and Contents
- C-16 Misidentified Items
- C-17 Safety Requirements
- C-18 Performance on US Government Premises
- C-19 Spill Responsibilities
- C-20 Spill Reporting Requirements
- C-21 Required Reports
- C-22 US Government Equipment
- C-23 US Government Personnel
- C-24 Contractor Furnished Facilities
- C-25 Public Affairs Coordination
- C-26 Weighing of Wastes
- C-27 Expedited Removal
- C-28 Sampling and Analytical Services
- C-29 Tank Cleaning Services
- C-30 Waste Identification, Segregation and Packaging/Repackaging
- C-31 Spill Clean-Up Services
- C-32 Pierside Removals
- C-33 Conduct Hazardous Waste Management Training
- C-34 Hazardous Waste Management Services
- C-35 Reserved

List of Clauses that you need to review/modify and submit to contracting for your SOW, continued:

- F-5 Contract Effective Period
- F-6 Place of Performance
- F-7 Period of Performance
- F-8 Time of Performance

- H-3 Use of Transporters and Treatment, Storage, Disposal & Recycling (TSDR) Facilities
- H-4 TSDR Facility Plan
- H-5 Transporter Matrix

- I-46 Order Limitations

- L-2 Operations Plan

Attachments

- A-1 List of Installations
- A-2 Invoice, DD Form 1155
- A-3 Manifest Tracking Log, DRMS Form 1683E
- A-4 Sample Waste Report
- A-5 List of Disposal/Recycling Methods
- A-6 List of Projected HWAPs/HWSAs for Management Services
- A-7 DoD Turn-In Document (DTID), DD Form 1348-1A
- A-8 Authorized Generator Signature List (for DD Form 1348-1A)
- A-9 Sample, Completed TSDR Facility Plan
- A-10 Sample, Facility Profile Sheet
- A-11 List of Approved Transporters

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

PART I - THE SCHEDULE

B-1 STATEMENT OF SERVICES

B-1.1 Description of primary services offered under the contract. The NON-PERSONAL Services to be rendered hereunder shall consist of a variety of services to include *(e.g., waste removal and disposal, repackaging, transportation or other services that will be offered routinely throughout the course of the contract)*, storage (if permissible) and disposal/recycling of hazardous/special wastes located at various military installations throughout *(host nation)*. *(See Attachment 1)*.

B-1.2 Description of secondary services offered under the contract. The contractor shall also be responsible for *(Description of secondary services offered, i.e., sampling and analysis, preparation of turn-in documents, or any other services that may be requested by generators, such as short-notice waste removals from ships at given ports. Additional services include Waste Management Services (if requested), expedited removals, tank cleaning, waste sampling and chemical analysis and purchase of containers/overpacks/spill cleanup kits.)*

B-1.3 The contract is to be a firm fixed unit price, indefinite delivery, requirements type contract for a period of _____ months, with two _____ month option periods.

B-1.4 The sites for performance located within *(specify host nation)* include the following US military installations: *(Specify installations.)* Offerors not familiar with these locations are encouraged to perform pre-proposal site visits.

B-3 COMPENSATION FOR SERVICES

B-3.1 In consideration of the performance of his undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

B-3.2 The contractor shall indicate the letter "R" under the third column entitled "Recycled items noted with 'R'" of the Price Schedule for CLINs which will be recycled. In cases where the contractor is relatively sure most items falling within the CLIN description will be recycled the "R" shall be indicated, otherwise, no "R" shall be noted next to the CLIN.

(Insert CLIN schedules.)

SECTION C

STATEMENT OF WORK

C-1 GENERAL

C-1.1 This contract covers the non-personal services for the inspecting, packaging, loading, unloading, removal, transportation, and disposal/recycling of hazardous/special wastes from US installations throughout *(area covered by contract)*. Also included in this contract is/are *(specify special services (if any))*. The contractor shall furnish all labor, supervision, supplies, equipment, transportation, permits and authorizations to accomplish the work.

C-1.2 The removal, transportation, storage and disposal of wastes offered under this contract are to be performed in accordance with the respective *(local/host nation/other standards specifically identified in this contract)* environmental laws and regulations, as well as with any applicable international agreements governing the transportation of dangerous goods. These standards apply not only to the country in which the waste is generated and disposed, but also any transit countries through which the waste is transported, including the United States of America.

C-1.3 Sampling/analysis services ordered by the Government under Section B, must conform to United States Environmental Protection Agency (USEPA) or equivalent international standards regarding sampling and analyses of hazardous wastes, special wastes, oils, PCBs, etc. All analyses must be performed by a laboratory, which can document its ability to perform at USEPA or equivalent standards (certifications, licenses, etc.). Any sampling and analysis required by the contractor for determining waste descriptions or for disposal shall be done at no extra expense to the U.S. Government. All analyses shall incorporate the appropriate quality assurance measures; all data regarding these analyses will be made available to DRMSI-H upon request.

C-2 CONTRACT MANAGER / ALTERNATE CONTRACT MANAGER / ON-SITE TECHNICAL REPRESENTATIVE (OST)

C-2.1 The contractor must insert in Section G-4, the names and telephone numbers of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager and on-site technical representative.

C-2.2 The contract manager, and the alternate contract manager in the absence of the contract manager, shall have authority to act for the contractor during the operation of this contract, i.e., for all arrangements and required coordination. The contractor agrees that notice by the US Government to the designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated. Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name.

C-2.3 The contract manager, alternate contract manager and the OST must be able to understand, speak, read and write English proficiently. All correspondence pursuant to this contract shall be in the English language. The contract manager, his alternate, and the OST must be able to speak the English language with sufficient structural accuracy and vocabulary to participate effectively in

conversations on practical and professional levels. They must also be able to proficiently read and draft official correspondence and reports in the English language.

C-2.4 The contractor shall ensure that all operations conducted under this contract on Government installations are supervised by an individual with basic training in waste identification and management, who is capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include, but are not limited to, classification of waste, packaging, completion of required documentation (including manifests), sampling, and inspection of wastes designated for transport. If the contractor tasks a driver or any other individual with these duties, he/she must be qualified and able to perform as required in this paragraph.

C-3 PERMITS AND RESPONSIBILITIES

C-3.1 The contractor shall, without additional expense to the US Government, be responsible for obtaining any necessary licenses, permits, notifications, and customs procedures if applicable, and for complying with any applicable laws, codes and regulations in connection with the execution of the work. The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence.

C-3.2 No Treatment, Storage, Disposal/Recycling (TSDR) facilities, other than those submitted in accordance with Section L and approved for this contract, shall be used. This also applies to unregulated wastes capable of being recycled unless alternate facilities are approved by DRMSI-H after contract award.

C-3.3 After contract award, the contractor may propose the use of additional TSDR facilities in accordance with procedures outlined in section H-3 of this contract. However, the U.S. Government is under no obligation to approve the use of such facilities. All disposal, storage, transportation, chemical analysis and additional authorizations required for the delivery of wastes/materials to such facilities will be prepared and performed at no additional charge to the Government.

C-3.4 The contractor shall prepare, complete and return signed copies of appropriate shipping papers as required by the host nation and (*specify whatever is required under the Final Governing Standards.*)

C-4 TRANSPORTATION

C-4.1 The contractor shall transport waste in accordance with host nation and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation. All HP/DG will be transported in UN specification containers where required. The contractor is responsible for ensuring that all hazardous property leaving an U.S. facility is accompanied by a manifest to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall purchase and prepare all manifests for waste movement. The regulations governed by the International Maritime of Dangerous Goods (IMDG) Code, the International Carriage of Dangerous Goods by Road (ADR) and Rail (RID) and other applicable regulations shall be utilized for all shipments.

C-4.2 While performing under this contract, the contractor is required to provide his drivers with the appropriate emergency action instructions and any other documentation as required by host nation and international transportation regulations, which ever may apply.

C-5 DISPOSAL/RECYCLING OUTSIDE THE COUNTRY OF ORIGIN

C-5.1 When hazardous wastes, contaminated wastes, recyclable materials and containers listed in the schedule are transported to another country for disposal or recycling, the contractor shall comply with all applicable environmental laws and regulations of the receiving and transit countries. This includes, but is not limited to, any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods.

C-5.2 The contractor shall comply with all applicable environmental laws and regulations of the country where the waste originates, transits or is disposed. This includes any requirements for waste manifesting and trans-frontier shipment notification in accordance with the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal. Immediately upon contract award, the contractor shall prepare any documents and notifications required to move and dispose of all wastes listed in the contract. To the extent that the Basel Convention or European Union (if applicable) notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste. Photocopies of the application of notifications shall be provided to the Contracting Officer. Once the contractor has received approved notifications from the competent authority, the contractor shall also provide the Contracting Officer photocopies of the completed notification. The contractor shall ensure that all annual notifications are submitted and completed in advance so that no break in service exists for the removal of waste. The contractor is responsible for identifying the proper shipping name of the waste, the host nation or international waste number, and the packaging, marking and labeling of containers prior to shipment. The contractor is responsible for tracking all notification quantities following each removal to ensure the quantities have not been exceeded. When the quantities on notifications reach a point when future removal quantities will exceed the original notification quantity, then the contractor shall take appropriate actions to increase the quantities through the competent authorities or submit new notifications. These notifications shall be prepared and obtained with enough time to prevent a break in service.

C-6 DEFINITIONS

C-6.1 Biodegradation: Wastes are degraded by microbial action. Such units shall be operated under aerobic or anaerobic conditions so that the concentrations in a representative compound or indicator parameter (e.g., total organic carbon) have been substantially reduced in concentration in the residuals.

C-6.2 Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the US Government.

C-6.3 Contracting Officer's Representative (COR): A Contracting Officer may designate in writing individuals, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement, as CORs to perform specific technical or administrative functions (see clause G-3). The CORs under this contract will be located at DRMO (location). The CORs will be the contractor's primary points of contact for the duration of this contract.

C-6.4 Controlled Substances: Narcotics, depressants, stimulants, or hallucinogenic drugs regulated under U.S. law or which by international treaty, convention, or protocol are to be controlled by the United States.

C-6.5 Corrosives: Corrosive wastes are defined as wastes possessing a characteristic of corrosivity, which generally corresponds to a pH of less than or equal to 2 or greater than or equal to 12.5.

C-6.6 Disposal: The utilization of those methods of treatment and/or containment technologies which effectively mitigate the hazards to human health or the environment when hazardous waste is discharged, deposited, injected, dumped, spilled, leaked or placed into the land, air or water.

C-6.7 Fuel Substitution: Units used for fuel substitution shall be operated, according to applicable technical operating requirements, to achieve destruction of hazardous constituents and to control emissions as efficiently as a hazardous waste incinerator. Air emissions must be monitored in a capacity equal to or greater than those standards identified by host nation regulations and/or (specify FGS standards, if applicable).

C-6.8 Hazardous/Special Waste: (define as appropriate to host country. See FGS.)

C-6.9 Hazardous Waste Accumulation Point (HWAP): Hazardous Waste Accumulation Points are areas at or near the point of waste production (photo lab, paint shop, vehicle maintenance shop, etc.) where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal. The limits of storage at a HWAP are (up to 206 liters (55 gallons) of hazardous waste or one liter (quart) of acute hazardous waste of each waste stream. Note: Verify requirements with FGS.)

C-6.10 Hazardous Waste Storage Area (HWSA): Hazardous Waste Storage Area refers to a location on a US military installation where (more than 206 liters (55 gallons) of hazardous waste, or one liter (quart) of an acute hazardous waste, from any one waste stream Note: Verify requirements with FGS.) is stored prior to shipment to a treatment or disposal/recycling facility. This is not the point of waste production.

C-6.11 Incidental Spill: A small spill occurring as a result of improper waste transfer from small containers to drums, small leaks in containers, minor engine leaks. The quantity shall be no more than (5 liters. Note: Verify requirements with FGS.)

C-6.12 Incinerator Standards: An incinerator must be licensed or permitted by the competent authority after demonstrating its technical effectiveness in accordance with regulations. A hazardous waste incinerator is any device for thermally destroying or recovering heat from a waste, such as an incinerator, industrial boiler and furnace. It must be designed and operated to effectively achieve a destruction and removal efficiency of 99.99% for the organic hazardous constituents, which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize emission of particulate matter and emit no more than 1.8 Kg (4 pounds) of hydrogen chloride per hour.

C-6.13 Land Disposal Requirements: The land disposal facility, authorized by the competent authority, must have at least one (1) liner and a leachate collection system. The liner, made of either natural or man-made materials, must restrict the downward or lateral escape of hazardous waste, hazardous constituents or leachate and have a permeability rate equal to or less than 10^{-7} cm/sec.

The land disposal facility must also monitor and determine the impact on groundwater quality, if the facility overlays an aquifer or if the runoff from the facility flows into an aquifer recharge area. Other land disposal facilities may qualify as a secure landfill, provided the methods for preventing migration are proven to be at least as effective as a liner and leachate collection system, as described above.

C-6.14 Manifest: A shipping paper used to control and track the movement of hazardous waste.

C-6.15 On-Site Technician: The contractor's or subcontractor's authorized representative performing work at the installation under a contract.

C-6.16 Reactive wastes: Reactive wastes are those with compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

C-6.17 Recovery (organics): Wastes are treated to recover organic compounds using one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation/crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

C-6.18 Recovery (metal wastes): Wastes are treated to recover the metal fraction by thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-6.19 Recycling: Beneficial use, reuse, or reclamation.

C-6.20 Shipping papers: Any transport document used in the shipment of hazardous materials or hazardous wastes, including in-country hazardous waste manifests.

C-6.21 Stabilization or Fixation: Wastes are treated in such a way that soluble heavy metals are fixed by oxidation/reduction, or by some other means which renders the metals immobile in a landfill environment.

C-6.22 Treatment: Any method, technique, or process, designed to change the physical, chemical, or biological character or composition of any hazardous waste. Treatment includes neutralization, energy or material resource recovery, or any process rendering a waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.

C-6.23 Used Oil.

C-6.23.1 Used oil that is burned for energy recovery is termed "used oil fuel." Used oil fuel includes any fuel produced from used oil by processing, blending or other treatment. "Used oil" means any oil or other waste petroleum, oil, or lubricant (POL) product that has been refined from crude oil, or is a synthetic oil, has been used, and as a result of such use, is contaminated by physical or chemical impurities.

C-7 TREATMENT/DISPOSAL RESTRICTIONS

C-7.1 The contractor shall dispose of hazardous wastes under this contract by means of treatment or disposal technologies that best mitigate hazards of such wastes to human health and the environment. For certain waste types, the Government specifies below the particular treatment technologies that shall be used to meet this condition. The Government strongly encourages recycling of hazardous waste whenever environmentally sound and economically feasible. For some wastes, the Government may require recycling, but the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract.

C-7.2 Hazardous waste will only be land disposed when there is a reasonable degree of certainty that there will be no migration of hazardous constituents from the disposal site for as long as the waste remains hazardous. Hazardous waste may be land disposed only in permitted landfills. The contractor shall landfill hazardous waste only when it is chemically inactive or inert in solid form.

C-7.3 The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste shall not be used for dust suppression or road treatment.

C-7.4 These restrictions are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the contractor is aware of such a contradiction, or wants to use an alternative and effective treatment technology, the contractor may request a waiver from the Contracting Officer, in consultation with DRMSI-H. The contractor shall not commence performance under a waiver request until the Contracting Office has granted written approval of the waiver.

C-7.5 Particular treatment technologies for specific wastes:

a. Organics, including halogenated organic compounds - The contractor shall treat or dispose of all organic wastes, classified as hazardous waste (except for polychlorinated biphenyl wastes, to which separate criteria shall apply as described in clause C-8) by one of the following technologies (See C-6 for definitions and standards):

1. Incineration
2. Fuel substitution_
3. Biodegradation
4. Recovery

b. Heavy Metals or Inorganic Wastes - The contractor shall treat or dispose of these wastes by one of the following technologies (See C-6 for definitions and standards):

1. Stabilization or Fixation
2. Recovery

c. Batteries - Mercury, nickel-cadmium, and lithium batteries will be processed to stabilize, fix or recover heavy metals, as appropriate. Any corrosives will be neutralized prior to disposal.

d. Reactives - The contractor shall treat these wastes using a deactivation method that changes the chemical or physical composition such that the waste no longer exhibits the characteristic of reactivity. Water reactive wastes cannot be stored in the same area as flammable and combustible liquids.

e. Corrosives - The contractor shall neutralize these wastes to a pH value *between 6 and 9*. *(Note: Verify requirements with FGS.)* Other acceptable treatments include recovery, incineration, chemical or electrolytic oxidation, chemical reduction, or stabilization.

f. Used Oil - Used oils must have a PCB content of less than 25 PPM to be burned for energy recovery. Facilities used for the combustion of used oil must meet the applicable air quality standards. *(Note: Verify requirements with FGS.)*

C-8 POLYCHLORINATED BIPHENYL (PCBs) *(Note: These requirements are based on the OEBGD (92). See Chapter 14 for specific criteria that incinerators and boilers must meet. Verify and enhance requirements if necessary with the host nation FGS.)*

C-8.1 PCB-contaminated dielectric fluid of concentrations greater than 500 PPM will only be disposed of in an incinerator with 99.9 percent combustion efficiency.

C-8.2 PCB-contaminated dielectric fluid of concentrations 50 PPM - 499 PPM will be disposed of in an incinerator with 99.9 percent combustion efficiency or in a high efficiency boiler that is rated at a minimum of 50 MBTU/hr and which is fueled by natural gas, oil, or coal.

C-8.1 PCB transformers, contaminated electric equipment and other articles will be disposed in an incinerator with 99.9 percent combustion efficiency or in a chemical waste landfill, provided all free-flowing liquids have been properly drained prior to disposal.

C-8.2 PCB capacitors will be disposed of in an incinerator with 99.9 percent combustion efficiency except that small PCB capacitors may be disposed of in a solid waste landfill in small quantities (less than 100 pounds).

C-8.3 Contaminated rags, soil, and debris will be disposed in an incinerator with 99.9 percent combustion efficiency or in a chemical waste landfill.

C-8.4. A chemical waste landfill is defined as a landfill at which a high level of protection against risk of injury to human health or the environment from migration of deposited PCBs to land, water, or the atmosphere is provided by incorporating special methods for locating, engineering, and operating the landfill.

C-8.5 An incinerator or boiler used to dispose of PCB fluids; items or articles must meet specific criteria and be approved by the Government before use.

C-9 ASBESTOS-CONTAINING WASTES

Asbestos and asbestos-containing waste will be wetted and sealed in a leak proof container and placed in a municipal solid waste or special waste landfill permitted to receive friable asbestos-containing wastes. Containers holding asbestos-containing waste will be labeled in the English and the host nation language(s) as follows: "DANGER - CONTAINS ASBESTOS FIBERS - AVOID CREATING DUST - CANCER AND LUNG DISEASE HAZARD."

C-10 MEDICAL ITEMS (NON-INFECTIOUS MEDICAL WASTES)

Medical items, as pertaining to this contract, are limited to non-infectious, non-controlled medical wastes, which are classified as a hazardous waste or regulated by host nation regulations. Medical items are defined as solid waste created in medical and dental treatment facilities that does not require special management because it has been determined to be incapable of causing disease in man or has been treated to render it non-infectious. Infectious and controlled wastes will not be included in this contract.

C-11 RECYCLING

C-11.1 The Government encourages recycling to the maximum extent possible in order to minimize waste disposal and optimize pollution prevention. The US Government may withdraw any items on delivery order for use, reuse, or recycling. Certain CLINs may require the contractor to recycle. In that case the following applies for all waste removed under this contract that is required to be recycled:

C-11.1.1 The contractor is required to use only firms approved by DRMS International. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws.

C-11.1.2 The contractor must provide an audit trail, which includes the facility that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

C-11.1.3 Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.

C-11.1.4 If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C-11.1.5 It is the contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in Clause F-7.2.

C-11.2 The contractor is required to render compressed gas cylinders unserviceable by crushing, cutting or other means, but at the very least by removing the valve and cutting a hole in the cylinder which removes the specification marking and renders the cylinder unable to hold a positive pressure. If it is not possible to cut a hole in the cylinder, the specification markings and Government-ownership markings shall be removed by grinding or other means. The valve must be removed or punctured so that the cylinder cannot be pressurized.

C-12 CONTAINERS - US GOVERNMENT OWNED

C-12.1 Types and sizes of original Government containers may vary greatly but are normally commercial packaging sizes, ranging from small bottles/cans to eighty-five (85) gallon/(320 liter) overpack drums. The US Government does not guarantee the integrity of the containers; therefore, the contractor shall be required to repackage any property not suitable for transportation at no additional cost to the Government

C-12.2 For the disposition of Government-owned containers, the contractor is responsible for removal of all markings indicating US Government ownership of the containers. If containers (including

compressed gas cylinders) are to be reused these markings must be destroyed by torching, grinding or similar means of permanent obliteration. Containers, which are not reused, must be incinerated or crushed.

C-13 CONTAMINATION

Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified in the CLIN. These contaminants may include, but are not limited to water, dirt, grease, oils, fuels, solvents, and heavy metals.

C-14 BULK LIQUID ITEMS

Bulk liquid items which are collected in Government-owned tanks or drums (equal to or greater than 55 gal/206 liters) may be pumped to obtain a more economical removal. The liquid shall be pumped to a depth of 5 cm residue or less remaining in the container or until it is no longer pumpable. Liquids contained in bulk tanks shall be removed by a suction pump. When bulk liquid disposal is required, it will be ordered using a bulk liquid CLIN. The contractor shall coordinate with the COR to determine specific equipment requirements based on the location of tank(s) to be pumped. The generator has the option of having bulk liquids pumped from drums and retaining the drums or having the contractor remove the containers under the applicable bulk CLIN in the price schedule. The actual weight of the material picked up must be identified on the shipping paper.

C-15 SMALL CONTAINERS AND CONTENTS

Services for the removal, transportation, storage, and disposal of small container(s) of hazardous property will be ordered using small container CLINs. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than 5 gallons.

Small containers are not:

- a. Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. (Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint). These items are considered a small container only when the outermost container holding the items has a capacity of less than 5 gallons.)
- b. Empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN.

The Contractor shall accept the Government's CLIN assignment as a nonsmall container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

If the Contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

- a. assign all the property, including the larger outer container, under the appropriate small container CLIN; or,
- b. remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the delivery order, and reduce the containerized CLIN's weight appropriately; or,
- c. Remove the small containers of hazardous property from the larger outer container, reCLIN the small container items separately as small containers on the same delivery order, and reduce the containerized CLIN's weight appropriately.

If the contractor elects to package compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpacks and packing materials will not be included in the total weight calculations for payment purposes.

C-16 MISIDENTIFIED ITEMS

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 10 working days of the removal and prior to disposal. The contractor is not obligated to remove the waste if the Government misidentifies it. The contractor shall demonstrate through lab analysis and/or supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-17 SAFETY REQUIREMENTS

The contractor shall take proper safety and health precautions to protect the work, the workers, the public, the property of others, and the environment. The contractor is responsible for identifying and complying with all safety requirements set forth in applicable safety and health regulations and/or base installation safety procedures. The contractor is responsible for ensuring that his agents, employees, or subcontractors perform the work in a safe manner, including wearing the appropriate clothing for the work to be performed. T-shirts, shorts and open toed shoes are not considered appropriate clothing for handling, identifying, sampling and packaging hazardous wastes. The Contractor shall ensure that all personnel involved in the handling and transportation of the material listed herein are trained in the area of spill response and general first aid procedures. The contractor shall maintain standards designed to minimize the possibility of fire, explosion or any unplanned release or migration of hazardous waste or its constituents to air, soil, surface or groundwater. Contractor personnel are required to wear Personal Protective Equipment while working on US installations and handling hazardous property or operating equipment.

C-18 PERFORMANCE ON US GOVERNMENT PREMISES

Disposal of any waste is not permitted on US Government facilities. Repackaging of wastes and loading operations are subject to approval of the COR or DRMSI-H regarding safe and environmentally acceptable practices. The contractor shall dispose of any garbage or trash resulting from consolidation efforts in a proper manner, off the installation.

C-19 SPILL RESPONSIBILITIES

C-19.1 The contractor is solely responsible for any and all spills or leaks occurring during or resulting from the performance of this contract. The contractor agrees to clean up such spills or leaks to the satisfaction of the Contracting Officers Representative (COR) and in compliance with all applicable laws and regulations. Contractor shall dispose of all spill residues and debris at no additional cost to the US Government.

C-19.2 Contractor shall arrive at the pickup site with all required spill prevention and containment equipment and supplies, including salvage (overpack) drums, absorbent material, spark-free shovel, and the appropriate personal protective equipment (respirators, gloves, boots, etc.). During the performance of Waste Management Services, the contractor shall ensure he has the spill containment supplies readily available.

C-20 SPILL REPORTING REQUIREMENTS

C-20.1 Contractor is responsible for reporting to the COR and Contracting Officer all spills, regardless of quantity. Spills shall first be reported by telephone to the COR or Contracting Officer immediately following the incident and shall be followed with a written report no later than seven (7) calendar days after the telephonic report.

C-20.2 When reporting a spill the following information shall be furnished:

- a. Item spilled
- b. Quantity spilled
- c. Type of area contaminated (e.g., cement, soil, floor, etc.)
- d. Exact date, time, and location of spill
- e. Initial actions taken and time actions were taken
- f. Anticipated cleanup and disposal procedures
- g. Persons contacted or present at the time of the spill

C-20.3 Upon completion of the spill cleanup and disposal of the spill residue, the contractor shall submit a summary report of the spill to the COR and Contracting Officer. The report shall include:

- a. cleanup and disposal procedures taken
- b. outside assistance required (if any)
- c. personal injury involved
- d. the names and telephone numbers of all national, regional or local officials contacted

C-21 REQUIRED REPORTS

C-21.1 Shipping Papers *(Note: Verify requirements with host nation standards.)*

C-21.1.1 The contractor is responsible for ensuring that all hazardous waste leaving a U.S. facility is accompanied by a shipping paper (host nation hazardous waste manifest, consignment note or notice of delivery) to ensure a complete audit trail from point of origin to an approved facility. The shipping paper will, at a minimum, contain the following:

- a. A unique reference number
- b. Date of removal, transport and receipt at waste processing facility
- c. Description of the waste, quantity in kilograms, European Waste Catalog numbers, where applicable, and hazard class of the waste being transported
- d. Reference to the associated Contract Number, Delivery Order and Delivery Order Line Items removed
- e. Printed name and signature by the U.S. Contracting Officer's Representative
- f. Name and signature of the vehicle operator
- g. Vehicle license number
- h. Name and signature of a representative from the waste processing facility (point of destination)
- j. Addresses of the waste producer, transporter and destination.

C-21.1.2 *At* the time of removal, one copy of the completed shipping papers shall be given to the COR. Additionally, any transportation and host nation manifesting requirements established by the International Maritime Dangerous Goods (IMDG) Code, *European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)* (if applicable), the May 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal, or the International Carriage of Dangerous Goods by Rail (RID) (if applicable) must also be completed and provided to the COR upon removal. The COR has the authority to decline the signing of any shipping papers for waste loads which are not in conformance with transportation or environmental regulations.

C-21.2 Order for Supplies or Services (Delivery Order, DD Form 1155, Verification Certification)

C-21.2.1 DD Form 1155, Delivery Order Form (Attachment 2) shall be completed for all items ordered or services performed on a Delivery Order, to include transportation, removal of waste, sampling and analysis, etc. At the time of waste removal or service the contractor shall complete the applicable blanks on the DD Form 1155 for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes. These quantities so annotated will be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No invoice for removal of waste shall be paid without the certified form.

C-21.2.2 When sampling is performed, the contractor shall provide a receipt for samples taken prior to departing the military installation. The receipt shall include time, date, and unique sample number for each sample taken. Upon delivery of the chemical analysis report, the contractor shall obtain the COR's signature on the DD Form 1155 to confirm that the services have been received and provide the COR with a copy of the analytical report. Sampling and analysis are included in the CLIN price. For all other services/supplies, the contractor shall also complete the applicable fill-ins on the DD Form 1155 to record the receipt of the services/supplies. The quantities so annotated shall be the basis for payment. The COR shall keep one copy of the form. The original signed form shall be attached to the invoice for payment. No invoice for sampling/analysis and all other services/supplies shall be paid without the certified form.

C-21.3 Trans-frontier Shipping Documents

For wastes disposed outside the country of origin, the contractor shall prepare all necessary trans-frontier shipping documents; i.e., Basel (*or European Union (if applicable)*) notification and movement documents and/or any other shipping document required by the country where disposal is ultimately performed. The completed documents shall be returned to the COR. If Basel notifications are required, then the contractor shall provide the COR a copy of the disposal facility's Basel notification of completion of disposal (Basel Convention, Article 6, para. 9) no later than 60 days following waste disposal. Photocopies of all completed shipping documents will also be forwarded with the invoice. Submissions of these documents must reference their applicable Delivery Order number.

C-21.4 Manifest Tracking Log, DRMS Form 1683E

The contractor shall complete DRMS Form 1683E, Manifest Tracking Log (**Attachment 3**), annotating all wastes removed, which are included on the invoice. An authorized company official shall sign the form.

C-21.5 Waste Report

The contractor shall provide to the Installation Environmental Coordinator (IEC) a report (sample at **Attachment 4**) which summarizes hazardous waste movements from point of generation to disposal facility. The report shall include:

- a. installation name
- b. international waste description according to United Nation standards
- c. quantity in kilograms*
- d. date removed from the US facility
- e. the final disposal/recycling facility
- f. the method of disposal according to the European Council Directive 91/156/EEC, Annex II, if applicable (**see Attachment 5**).

This report shall be provided to the IEC (*specify frequency; e.g., monthly, quarterly*) by (*specify when the report is due; e.g., 10 calendar days after the end of the reporting period*). A cumulative annual report will also be provided to the IEC based on (*specify the year; e.g., calendar, fiscal, or one year from contract award*) and shall also be provided to competent authorities upon request.

*The report must indicate how much waste from waste generator went to which final disposal/recycling facility.

C-22 US GOVERNMENT-FURNISHED EQUIPMENT

The US Government shall not furnish any equipment to assist the contractor in the performance of the contract, (*define exceptions, if any.*) Contractor understands that any offers by Government personnel to use Government equipment for loading, processing and disposal of the materials are unauthorized and the contractor shall not accept any such offers.

C-23 US GOVERNMENT PERSONNEL

The US Government shall not furnish any personnel to assist the contractor in the performance of the contract. Contractor understands that any offers of assistance by US Government personnel are unauthorized and the contractor shall not accept any such offers.

C-24 CONTRACTOR FURNISHED FACILITIES

The contractor shall furnish all equipment, materials and services necessary for the performance of this contract. Contractor furnished equipment, materials and services shall include, but are not limited to the following: suction trucks, pumping equipment, container trucks, portable scales for weighing drums and bulk containers, sampling equipment and cleaning equipment, incidental spill cleanup supplies, and forklifts. *(Also define any special equipment requirements for the contractor).*

C-25 PUBLIC AFFAIRS COORDINATION

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

C-26 WEIGHING OF WASTES

C-26.1 Weights on delivery orders may be estimated weights and shall require verification weighing by the contractor prior to departure from an installation, unless public weigh scales are used. Bulk, pumpable items will require the contractor to possess a measuring mechanism to determine the volume of the waste being pumped. The contractor shall use contractor-provided portable scales, as applicable, to accomplish weighing. The driver of the truck carrying the portable weigh scales must keep the annual calibration certificate readily available for COR inspection. Government scales may be used when available, operable and authorized by a Government representative. The contractor shall be responsible for determining the availability of government scales.

C-26.2 Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the Contractor will not be included in the weight. Containers and pallets that are to be destroyed along with the wastes/materials that they contain shall be included in the net weight.

C-27 EXPEDITED REMOVAL/RESPONSE TIME FRAMES - CLIN(s) E6600

When any CLIN specified in Section B requires immediate action with a period of performance other than that specified in Clause F-7, an expedited CLIN may be ordered in conjunction with the supporting CLIN. Minimum delivery order quantities will not apply for expedited removals. When expedited removal is required for waste removal, the maximum amount of waste shall be limited to *(specify amount)* for either a single waste stream or a combination of waste streams. The minimum delivery order amount is not applicable to this CLIN. The unit of issue is each (EA) and reflects each time that the contractor is requested to perform a service in an expedited manner. Time period begins upon the fax or electronic receipt of a delivery order.

C-28 SAMPLING AND ANALYTICAL SERVICES - CLIN(s) E6601, E6602

C-28.1 The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The

analytical report shall be returned to the COR no later than (specify number) of working days following sampling and include:

- a. Results of analysis in the English language
- b. Method used, identified by an internationally recognized title, reference number, or description of method
- c. Parameters tested, their detection and regulatory limits, and the units involved (i.e., mg/l, PPM, mg/kg.)
- d. Identification of the laboratory conducting the analysis and the signature of the chemist and/or laboratory manager.

C-28.2 The contractor shall furnish, at no additional charge, the results of chemical analyses which he, or any subcontractor, opted to conduct independently. Field tests will not be authorized unless such test has been specifically approved by international standards. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

C-28-3 When CLIN(s) E6602 is ordered, the contractor shall profile sampled wastes for disposal purposes and return the results to the COR within (specify number) of working days following sampling. The use of the profile waste CLIN does not authorize the contractor to utilize unorthodox testing methods; international standards still apply. The results of this profile must include the following information in the English language:

- a. test methods the contractor used to determine the waste identification and a summary for each test method identifying results found
- b. generic noun description for the waste
- c. Hazardous Waste Profile Sheet for each container sampled.

C-29 TANK CLEANING SERVICES - CLIN(s) E6603A-E6603D

C-29.1 When tank-cleaning services are ordered, the contractor shall clean tanks, totes, and oil/water separators until no visible residue remains. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. In all cases, the Government will ensure the pumpable waste in the tanks is removed prior to tank cleaning. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate disposal CLIN based on the most previous known contents in the tank. For example, (give example of waste CLIN on current contract and type of waste to be used for). This CLIN will appear on the delivery order issued for tank cleaning. However, the quantity listed on the delivery order will be an estimated quantity. The contractor is responsible for providing all cleaning equipment, containers, and wash aids with the exception of water where it is available and authorized by a Government representative. The availability will be indicated on the delivery order. The government will not provide containers for the sludges/solids removed. Where entry into the tank is required, the contractor must provide confined space entry procedures to the COR. The Government must approve the plan prior to the contractor commencing work. The contractor shall also provide access permit and all safety equipment including breathing apparatus, if required. The contractor is required to provide a proper shipping paper and disposal certificate identifying the quantity for all disposal CLIN waste resulting from tank cleaning.

C-29.2 If the contractor elects to introduce liquids or other materials to tanks to facilitate the removal of sludge/solids, the contractor shall monitor through metering, weighing, or any other approved measuring technique the amount of liquids or other materials introduced into the tank. The monitoring method must be approved by the COR prior to commencing work. The weight of the liquids or other materials introduced to the tank will be subtracted from the total weight of the wastes removed from the tank. The difference between the liquids or other materials introduced into the tank and what is removed from the tank, the resulting sludge/solids, will be disposed of under the appropriate disposal CLIN, as stated above. All weighing will occur prior to the contractor removing the waste from Government premises if scales are available, if no scales are available then non government scales may be used upon prior approval of the COR. The Government will modify the disposal CLIN weight listed on the delivery order to reflect the exact weight of sludge/solids removed. The contractor will be paid only for the sludge/solids removed, not the liquids or other materials introduced to aid cleaning. The contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government.

C-30 WASTE IDENTIFICATION, SEGREGATION AND PACKAGING/REPACKAGING - CLIN(s) E6604

Under this section, the contractor will be responsible for identifying, segregating/sorting, and packaging/repackaging hazardous property found in lockers, closets, rooms (for example). The services shall include identifying proper shipping name, sorting, re-containerizing (if necessary) property currently packaged in leaking/damaged/severely rusted containers. The contractor shall provide an itemized inventory which includes noun name, weight in kilograms, number and size of containers per line item, and hazard class. The contractor shall provide at no additional cost to the Government containers, which meet UN Specifications and are marked with the proper shipping name, hazard class label, weight, and the words "Hazardous Waste" written in English. The services shall be ordered according to the number of containers required to complete the service (estimated at the time of order). Containers should be filled to reasonable capacity (as determined by the COR or generator's representative) when repackaging. The CLIN does not include the cost of disposal. Small container CLINs will not be used in conjunction with this service.

C-31 SPILL CLEAN-UP SERVICES – CLIN E6606

The contractor may be required to clean up spills caused by military operations. Waste transportation and disposal costs are not included. This CLIN can be ordered for an incidental HAZMAT spill of *(specify amount in # liters/# gallons; e.g. 10000 liters / 2632 gallons)* or less. The unit of measure for this CLIN is each (EA). Spilled substance may be any CLIN described in the contract. Spill cleanup may also be requested for spilled petroleum and/or fuel. The spill cleanup shall include the containerization of absorbents and hazardous substances contaminated soil and/or contaminated surface water (not groundwater or bodies of water). Spill cleanup does not include initial containment or response, treatment, restoration/remediation of any kind, sampling or analysis. Request response time is *(specify time; e.g., twenty-four (24))* hours from notification. The response time will begin upon fax or electronic notification of the spill incident. The contractor shall provide all materials, equipment, containers, vehicles and labor necessary. The contractor shall determine if the quantity and nature of the spill residue allows for accumulation in drums or bulk containers for economic disposal. The item and estimated quantity spilled, plus initial conditions will be stated on the initial request for services. All newly packaged containers must be marked and labeled appropriately for transportation. Waste removal and disposal CLINs will be ordered as required.

C-32 PIERSIDE REMOVALS - CLIN E6607

(Check customs procedures for the ports and ensure contract language meets those requirements.)

C-32.1 Contractor will be required to pick up hazardous property directly from the following ports: *(specify ports)*. The contractor will be given a minimum of *(specify number and whether working or calendar)* day's prior notification for removals made from the port(s). The removals must be accomplished prior to departure of the ship. Typically, shipboard wastes will be packaged in 55/85-gallon drums, or in original containers, banded together on pallets. An estimate of *(specify number)* drums per removal and *(specify number)* of removals per year are anticipated. Hazardous waste may require proper packaging and labeling, and manifesting documentation prior to transportation.

C-32.2 The following information will be provided on delivery orders for pierside removals: material description, hazard class, weight, type and number of containers, and the CLIN. The contractor shall coordinate all movements with the COR at DRMO *(specify DRMO)* for ports *(specify ports)* and at least one day prior to removal and transport actions. The contractor is responsible for ensuring all required transport permits and customs clearances are obtained, and cargoes are manifested in accordance with the terms of this contract DoT, ADR, IMDG, RID and all local/national laws and provide them to the waste producer/COR upon removal. The contractor is required to have portable scales for weighing of the waste at the pier side removals.

C-33 CONDUCT HAZARDOUS WASTE MANAGEMENT TRAINING - CLIN(s) 6608

Contractor shall provide a subject matter expert (SME) to conduct a one-day eight-hour HW Management class for up to 20 students. The SME shall be knowledgeable in all the topics related to sound environmental management of hazardous waste. Topics shall include but not be limited to the following:

- a. Management of HW accumulation points
- b. Container Management (Packaging, labeling, marking, segregation and storage, etc.)
- c. Safety requirements as applied to the management of HW, covering storage, compatibility, segregation, and protective equipment at a minimum.

Contractor shall provide a copy of the training schedule and syllabus of the class for approval by the COR as least 30 days prior to conducting the training. Training shall be conducted during regular hours of operations. Date and time shall be coordinated with the COR for approval. Training should include practical exercises in or outside the classroom. The US Government will provide the classroom. Contractor shall provide all necessary material or equipment necessary for training. Class shall be conducted in the English language. The contractor shall maintain a list of the students that participated in the training for each class, the list shall be provided to the COR upon completion of the training.

C-34 HAZARDOUS WASTE MANAGEMENT SERVICES - CLIN(s) 6609

(Note: This section is based on providing compliance with the Overseas Environmental Baseline Guidance Document (OEBGD), Oct 92. You need to verify requirements for any later drafts or for additional in country Final Governing Standards. If the generator chooses not to maintain compliance by changing contract clauses, you need to document that in the file.)

C-34.1 General: The management services consist of management and housekeeping services for the locations (HWAPs/HWSAs) projected in **Attachment 6**. The unit of measure is each (EA) which is a 6-month period. Management services consist of the collection, segregation, containerization and

packaging of waste; management of Hazardous Waste Accumulation Points (HWAPs)/Hazardous Waste Storage Areas (HWSAs); and preparation and processing of documentation and reports. All waste shall remain U.S. Government property until removed from the installation. The contractor shall dedicate sufficient resources for each location requiring Waste Management Service in order to fulfill all requirements and service the waste producers. The contractor shall carry a mobile phone with him and be accessible to waste producers as needed during normal business hours.

C-34.2 Collection Capacity/Containers The contractor shall place containers at the HWAPs. The containers must be approved by the competent authority for the collection of hazardous waste. The contractor shall provide sufficient collection capacity at all times and is encouraged to consolidate waste for shipment to most efficiently utilize resources. The Base Environmental Coordinator shall verify, with the assistance of the COR and the contractor, which locations will be serviced and the number of containers to be provided at each HWAP. The contractor shall prepare a chart indicating which accumulation points and storage areas on each installation are being serviced, the number of containers placed, and the waste streams generated and provide the list to the COR and to the IEC. The contractor shall provide appropriately labeled UN specification containers to each HWAP. The contractor, together with the base environmental coordinator and the COR, will determine the size of the containers to be placed at specific accumulation points. All containers provided by the contractor shall be labeled with the hazard class, waste description, and a hazardous waste marking. All labels and markings shall be in the English and host nation language. The contractor may provide Intermediate Bulk Containers (IBC), at no additional cost to the Government, and place them in the Government's HWSA for waste consolidation in order to economize removal quantities. When removing waste containers, the contractor shall remove the full container and immediately replace it with an empty container. All containers shall be of a design approved by the host nation authorities for storage of the waste they are designated to contain. All containers provided by the contractor for waste accumulation shall be capable of being properly closed with lid or bung.

C-34.3 Management of Hazardous Waste Accumulation Points (HWAPs) The contractor shall manage HWAPs in accordance with the standards indicated in C-33.9. An estimated [REDACTED] or more hazardous waste accumulation points may be required at each installation, with approximately [REDACTED] - [REDACTED] waste streams per HWAP. HWAP locations are subject to change throughout the period of this contract. The management of HWAPs shall consist of the following:

C-34.3.1. Marking and labeling all containers to be used for the collection or storage of waste (including underground and aboveground storage tanks) to include:

- a. HW marking
- b. Label indicating the hazard class
- c. Label indicating *(other information; e.g., CLIN, Waste Code, Name of Waste, POC)*

C-34.3.2 Posting an inventory list at the sites and updating as changes occur.

C-34.3.3 Documenting quantities collected and establishing the weight of any waste removed from the HWAP.

C-34.3.4 Securing containers.

C-34.3.5 Housekeeping to ensure area is neat, organized and exhibits no evidence of spills. The contractor will ensure the waste is segregated according to compatibility and is accessible for removal or emergency response.

C-34.3.6 Coordinating removal, including obtaining appointments from disposal facilities and coordinating the dates and time with the COR. The HWAPs are to be monitored on routine intervals to ensure that accumulated wastes are removed to the HWSA once containers are full or near capacity. In locations where no HWSA exists, the contractor shall ensure removals are made from the HWAPs directly to the contractor's storage or disposal facility in a timely manner. Government forms (Disposal Turn In Documents, DD Form 1338-1, and Hazardous Waste Profile Sheets) shall be prepared by the contractor prior to removal of any wastes from the military installation.

C-34.3.7 Containment and cleanup of any spills caused by the contractor or otherwise. Incidental spills are not limited to only the HWAP and HWSA, but also the immediate area surrounding it where waste is being produced.

C-34.4 Management of Hazardous Waste Storage Area (HWSA) In addition to the requirements outlined in C-33.3 above, the contractor is required to manage the HWSA in accordance with C-33.9.

C-34.4.1 The contractor has primary access to the HWSA; however, the COR, base Environmental Coordinator and emergency response personnel shall also have access. Only the contractor will be authorized to place hazardous wastes in the HWSA. When consolidating waste from smaller containers to larger containers, the contractor shall adhere to practices, which conform to industry standards and that minimize risks to human health and the environment.

C-34.4.2 The manager of the HWSA and any employees must be trained in HW management practices to include at a minimum training in the following areas: emergency procedures; container handling practices; safety and health hazards; and record keeping, inspections and transportation requirements.

C-34.5 Installations will provide HWAP and HWSA facilities for the contractor's use to collect and consolidate U.S. Government generated wastes. Should the base request the contractor to establish a temporary HWAP or HWSA, then the contractor will be contacted with the specifications and a price proposal will be requested for negotiation and possible contract modification. In no case shall the contractor perform any type of construction or alteration to the U.S. facility or area before, during, or after the establishment of a HWAP or HWSA without the proper authorization, in writing, from the Directorate of Public Works or other appropriate installation agency. The Government is responsible for its facilities and maintaining them.

C-34.6 Receiving Services

The contractor shall open the HWSA/HWAP as necessary (estimated # of times monthly) to allow U.S. waste producers from off-site, or otherwise, to turn-in wastes. Opening days and times shall be coordinated with the base Environmental Coordinator, and once agreed upon, shall only be changed with a minimum of days notice. Upon receiving these wastes, the contractor will: a) Inspect the waste to ensure it matches the description provided; b) Package/Overpack wastes, and properly label drums; c) Prepare a Hazardous Waste Profile Sheet (HWPS) for the waste and provide the waste producer with a receipt for the turn-in of the waste. The waste producer may turn-in the waste with a Material Safety Data Sheet, if the product is unused; d) Reject shipments which do not match the documents/descriptions provided or for shipments which the waste producer cannot provide an accurate description.

C-34.7 Procedures covering accumulations of waste discovered outside of established HWAPs or HWSAs. Should the contractor identify an accumulation of waste in locations other than an assigned Hazardous Waste Accumulation Point, the contractor shall notify the COR to identify the accumulation to the IEC. If the IEC determines the waste should be disposed, then he will prepare a DD Form 1348-1As to order the appropriate CLINs (CLIN 6602, CLIN 6604, and various disposal CLINs) to process the waste. Under the Management Services CLIN, the contractor is not responsible for waste outside the HWAPs/HWSAs.

C-34.8 Documentation and Reports

C-34.8.1 Management **Information Reports**: The contractor shall provide automated management information reports depicting all hazardous waste collected at each HWAP to include all information necessary to track the waste. The report will include: generator, HWAP location, nomenclature, container size, weight, and hazard class, date of removal and manifest number. If wastes are consolidated into Intermediate Bulk Containers (IBCs), the contractor shall also note which IBC(s) the wastes went into. The report will be provided to the COR, the Installation Coordinator monthly (by the 10th calendar day of each month for the preceding month). A yearly cumulative summary will also be provided to the COR and the Installation Coordinator, beginning *(enter the start date for the report, either the start of the contract, or 1 January, or any other system the customer requires.)* The report will be automated using either a spreadsheet or database program, coordinated with the customer in advance.

C-34.8.2 DD **Form 1348-1A** (See sample at **Attachment 7**.) The contractor shall generate a turn-in document (DD Form 1348-1A) for waste to be removed from the installation for recycling or disposal, and obtain an authorized signature from the generator (see list at **Attachment 8**). At a minimum, the Turn-In Document shall consist of CLIN, Turn-In Document Number, Waste Description, Quantity, Unit of Issue, Unit Price and Total Price, Hazardous Waste Profile Number, National Stock Number/Local Stock Number. The COR shall instruct the contractor on the proper completion of these forms. Prior to the preparation of the DD Form 1348-1A, the contractor shall estimate the weight of waste staged for removal. The completed, signed form shall be forwarded to the COR for processing of the delivery order. At the time of removal, the contractor shall document the weight of the waste to the COR in accordance with the clause C-25 of the basic contract. When necessary, and requested by the base Environmental Coordinator or COR, the contractor shall also prepare Turn-In Documents for waste sampling and analysis, spill cleanup, and additional services as outlined in Section B.

C-34.8.3 Hazardous **Waste Profile Sheets (HWPS)** The contractor shall prepare a Hazardous Waste Profile Sheet (HWPS) for each waste stream being removed from each HWAP/HWSA to the disposal/recycling facility. The contractor shall assign unique HWPS numbers using the DODAAC of the waste producer, the julian date, and a serial number and reference that number if the profile sheet is the same. Copies of the HWPS shall be provided to the Base Environmental Coordinator and the COR.

C-34.9 Standards

C-34.9.1 Container **Management (for HWAPs and HWSAs)**. Containers (including all sized drums, overpack containers, Intermediate Bulk Containers, and Portable Storage Containers) holding hazardous waste:

- a. shall be in good condition, free from severe rusting, bulging or structural defects.

- b. must be compatible with the materials stored.
- c. must always be closed during storage, except when it is necessary to add or remove waste.
- d. must not be opened, handled, or stored in a manner that may rupture the container or cause it to leak.
- e. must be marked with a hazardous waste marking and a label indicating the hazard class of the waste contained (i.e., flammable, corrosive, etc.) written in both English and host nation language.
- f. must be stored in areas, which are inspected weekly for leaks and/or deterioration of containers and the containment system caused by corrosion or other factors.
- g. must be separated from other incompatible wastes or protected from them by means of a dike, berm, wall or other device.

C-34.9.2 Storage **Limits (only for HWAPs)**. A Hazardous Waste Accumulation Point may temporarily store up to 208 liters (55 gallons) of hazardous waste or 1 liter (quart) of an acute hazardous waste, for each waste stream. When these limits have been reached, the contractor shall move the hazardous waste to the HWSA.

(Note: If the generator chooses to exceed the limits by allowing IBCs to be placed at the HWAP, they must provide you with a waiver from the FGS.)

C-34.9.3 Secondary **Containment (HWAPs and HWSAs)**.

The contractor shall ensure that the HWAPs and HWSAs have secondary containment for liquid waste, if not already existing. The secondary containment system must have sufficient capacity to contain 10% of the volume of the stored containers or the volume of the largest container, whichever is greater. The contractor shall ensure that any consolidation of wastes is performed with secondary containment. Secondary containment systems will be inspected weekly for defects and emptied of accumulated releases, mud, and free-flowing liquids, which include rainwater and/or leaf accumulation. The contractor is responsible for ensuring that the HWAPs and HWSAs are clean and free of spills and debris.

C-34.9.5 Hazardous **Waste Log (HWAPs and HWSAs)**. Each HWAP and HWSA must also have a written log to record all waste handled which includes the following information:

- Name/address of generator
- Description and hazardous class of the HW
- Number and types of containers
- Date stored
- Storage location
- Disposition data, to include dates received, sealed and transported and transporter used.

C-34.9.6 Required **signs (only for HWSA)**. A sign with the legend "Danger Unauthorized Personnel Keep Out," must be posted at each entrance to the HWSA, and at other locations, in sufficient numbers to be seen from any approach to the HWSA. It must be in English and the host nation language and be legible from a distance of at least 25 feet (approximately 7.7 meters).

C-34.10 Miscellaneous requirements not covered elsewhere. *(Specify)*.

C-35. Reserved

SECTION F

DELIVERIES OR PERFORMANCE

F-5 CONTRACT EFFECTIVE PERIOD

F-5.1 This contract shall be effective for a period of number (##) months commencing date or upon award of the contract, whichever is later.

F-5.2 The Government has the option to extend the contract for two (2) twelve (12) month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 1989)" which is incorporated in Section I in full text.

F-5.3 In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW clause I-65, entitled "Option to Extend Services," which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE

Services under this contract shall be performed for the following locations: (specify locations)

F-7 PERIOD OF PERFORMANCE

F-7.1 Services shall be performed pursuant to delivery order(s) issued against this contract during its effective period.

F-7.2 The services listed below shall be accomplished within the number of days (from issuance of a delivery order) as shown below:

Complete removal/service no later than:	<u>##</u> working days
Sampling and Analysis, Result returned in:	<u>##</u> working days
Submission of Invoices W/Manifest Tracking Log	<u>##</u> calendar days
Submission of Disposal Facility's Basel	
Notification of completion of disposal (if applicable)	<u>##</u> calendar days

F-7.3 Timeframes for special services, other than WMS. (List services and CLINs required in contract here; e.g., tank cleaning, spill cleanup, pierside removals.)

d. Waste Management Services (WMS) shall commence upon the date of issuance of the Delivery Order.

Waste Management Service implementation and ordering timeframes The contractor must have the capability to begin implementing Waste Management Services in 15 calendar days following issuance of a delivery order, with full performance in place within 30 calendar days. Waste Management

Services will be ordered in **one (1) month** increments with a minimum of **6 months**/order per location. WMS will not be ordered for locations where pierside removals occur.

F-8 TIME OF PERFORMANCE

a. All services performed under this contract shall be performed during regular working hours **(0730 through 1630hours) Monday to Friday or specify if different**, and American holidays (only with prior COR approval/contractor concurrence). The specific date and time shall be coordinated with the COR at least two working days in advance of the planned removal.

b. The US holidays are:

1st of January*	1st Monday in September
3rd Monday in January	2nd Monday in October
3rd Monday in February	11th of November*
Last Monday in May	4th Thursday in November
4th of July*	25th of December*

*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

H-3 USE OF TRANSPORTERS AND TREATMENT, STORAGE, DISPOSAL & RECYCLING (TSDR) FACILITIES

H.3.1 The contractor shall not use or subcontract for the services of any transporters or Treatment, Storage, Disposal or Recycling (TSDR) facilities without prior approval of the Contracting Officer. The Government reserves the right to prohibit the Contractor from employing the services of a transporting company or a TSDR facility which does not possess the ability to satisfactorily perform in accordance with the provisions of this contract. The use of a subcontractor, however, does not relieve the contractor of any requirement set forth in this contract. The contractor is responsible for ensuring that all subcontractors perform in accordance with the terms and conditions of this contract.

H.3.2 If during the life of the contract the contractor requests approval of additional transporters or TSDR facilities, the Government must be allowed a reasonable amount of time to evaluate such requests. When the contractor requests additional transporters or TSDR facilities, the information required in clause L-2 must be submitted. The contractor is not relieved of his contractual obligation to remove and dispose/treat all waste streams identified in Section B within the contractual time frames while the Government is evaluating such request(s). However, the Government agrees to consider such requests and respond to the contractor in writing as to whether such a proposal is acceptable.

H.3.3 During the evaluation of Offerors or at any time during the period of this contract, the Government may refuse the use of a proposed or previously approved transporter or TSDR facility if any of the following apply:

- a. The transporter or TSDR facility has ceased operations.
- b. The transporter or TSDR facility is identified as a significant violator of environmental laws or regulations by a competent authority, and has failed to enter into a compliance schedule or similar action.
- c. The TSDR facility has been identified as having contributed to groundwater contamination or is not acceptable under a competent authority's groundwater anti-degradation policy.
- d. The transporter or TSDR facility is not permitted and/or is not technically or fiscally capable of handling the property proposed.
- e. The transporter or TSDR facility received a negative finding as a result of a Government inspection during the preceding 12 months and failed to correct such deficiencies in a timely manner.
- f. The transporter or TSDR facility stores/treats the waste and then ships it to a TSDR facility currently excluded under the provisions of this section.
- g. The Government determines that the transporter or TSDR cannot or will not perform in accordance with the terms and conditions of the contract.

H.3.4 Before transporter permits expire, the contractor shall submit renewed versions to the contracting office.

H.3.5 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract under Section F.

H-4 TRANSPORTERS MATRIX

H-4.1 The contractor shall indicate in Section L each transporter that may be used to transport items listed in Section B of the contract. Each transporter must conform to the requirements of Section C and D of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed will be used without obtaining the prior written approval of the Contracting Officer.

SECTION I

CONTRACT CLAUSES

I-46 ORDER LIMITATIONS

(Note: For this section, include only those services offered under the particular contract.)

I-46.1 Minimum Order. When the US Government requires supplies or services covered by this contract for one delivery order in an amount of less than:

- (a) **\$2,000.00** for the removal and disposal of waste, tank cleaning, or management services fees*;
- (b) **\$500.00** for pierside removals; and
- (c) **\$100.00** for sampling/chemical analysis and Turn-In Document Completion,

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

*Note: There is no minimum order for waste being disposed under Management Services. Also the minimum delivery order amounts do not apply to Expedited Services under CLIN E6600.

I-46.2 Maximum order. The Contractor is not obligated to honor:

- a. Any order for a single item in excess of \$100,000.00.
- b. Any order for a combination of items in excess of \$200,000.00; or
- c. A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in subparagraph a. or b. of this section.

I-46.3 If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds that maximum-order limitations in paragraph I-46.2 of this section.

I-46.4 Notwithstanding paragraphs I-46.2 and I-46.3 of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph I-46.2, unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION L

TECHNICAL INFORMATION

L-2 OPERATIONS PLAN Offerors shall submit a plan that explains and exhibits their intention and ability to perform the services specified in this solicitation. The information submitted by the Offerors shall be in sufficient detail to demonstrate the offeror's understanding of the degree of difficulty in completing the required services.

L-2.1 Operations Plan The Operations Plan shall describe the offeror's strategy to execute the contract within the terms and conditions set forth in Sections C, D, F, and H. The description shall, at a minimum, address the following:

- a. disposal in accordance with all applicable national and international laws and regulations - the contractor shall demonstrate that facilities used for certain waste streams meet the standards identified in Section C-6; e.g., standards for an incinerator at C-6.12.
- b. means of meeting removal and disposal performance time requirements;
- c. assurance of safe working procedures and conditions;
- d. description of spill response capability and plan (proof of ISO 14001 certification can be submitted for this element);
- e. actions to be taken to ensure compliance with waste import and export restrictions enacted in concert with the Basel Convention on the Control of Transboundary Movement of Hazardous Waste - the contractor shall provide a list of points of contact, addresses, phone and fax numbers for the competent authorities of each country listed in this contract;
- f. proposed destination and route of waste shipments.

L-2.2 Organizational Structure The plan shall include the organizational structure and personnel to be used on the proposed contract. Supervisors, team leaders and team members shall be specified by name. Offerors must also demonstrate the qualifications of personnel to perform services listed. Work experience, training or educational experience should be submitted for each employee scheduled to perform under the proposed contract.

L-2.3 Subcontractors Offeror shall submit a complete list of all subcontractors to be used on the proposed contract. The list shall include the following:

- a. Subcontractor name and address and telephone number;
- b. type of service each contractor will provide (e.g., transportation, packaging, disposal, etc.);

L-2.4 Waste Analysis Plan/Approved Laboratories The offeror must provide evidence that each laboratory to be utilized in the performance of the contract is competent to perform waste analysis in accordance with USEPA or equivalent international methods. Such evidence may include certification from the appropriate government authority(s) or membership in a voluntary industry certification program.

L-2.5 Treatment, Storage, Disposal and Recycling Facility Plan (TSDR Plan) The US Government requires identification of all TSDR facilities to be used under this contract, including interim storage and preparation facilities. (See **Attachment 9** for an example of a completed TSDR facility plan.) The offeror shall include all TSDR facilities to which the waste is delivered until the definition of disposal in Section C is satisfied. The offeror will provide the following information for the TSDR Plan:

a. **Facility Profile Sheet:** Complete one (1) Facility Profile Sheet for each permit to be used under this contract. The form must include a description of the treatment processes used at the facility and waste streams (CLINs) proposed for disposal at each facility. (See **Attachment 10** for a sample form).

b. **Facility Permits/Licenses** Provide a copy of the facility permit or license, which allows treatment, storage, and/or disposal of wastes. The offeror will also provide an English translation of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both the permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following:

- (1) name and address of the issuing authority
- (2) processes for which the permit was obtained
- (3) waste streams that may be accepted at the facility
- (4) permit expiration date
- (5) telephone number of facility
- (6) disposal, treatment, recycling processes authorized within the permit--this information should be stated using the European Union disposal and recycling codes and the description of the process.

L-2.6 Quality Control Procedures The offer shall provide evidence of existing quality control procedures he/she will employ during the performance of this contract. Such evidence could include proof of certification with an existing "quality standard" such as ISO 9000. If the offeror does not currently possess such a certification, he/she may describe the quality control procedures to be used under the proposed contract.

L-2.7 Transporter Matrix For each transporter listed below, the contractor shall provide a copy of all hauling permits applicable to work to be performed under this contract. The contractor shall list the permit information below, or list the same information on an additional sheet of paper. The applicable hauling permits must be provided for the countries in which waste will be transported. If the contractor cannot obtain a copy of the hauling permit, they must otherwise demonstrate authorization to haul waste in subject countries and attach documentary evidence. If the offeror chooses to use a transportation firm on the list in **Attachment 11**, the hauling permit issued by the country where the firm is located is not required to be submitted.

TRANSPORTER MATRIX

NAME OF TRANSPORTER	COUNTRY	PERMIT NUMBER
1.		
2.		
3.		
4.		
5.		
6.		